

Figure 1

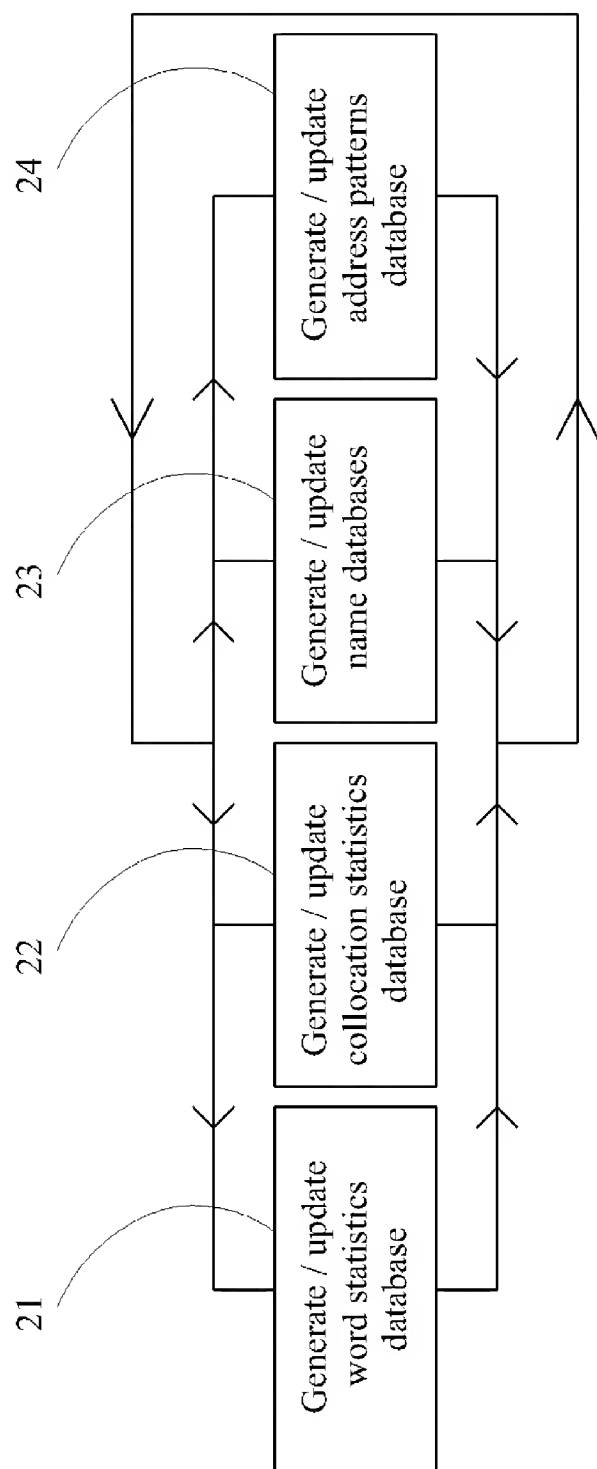


Figure 2

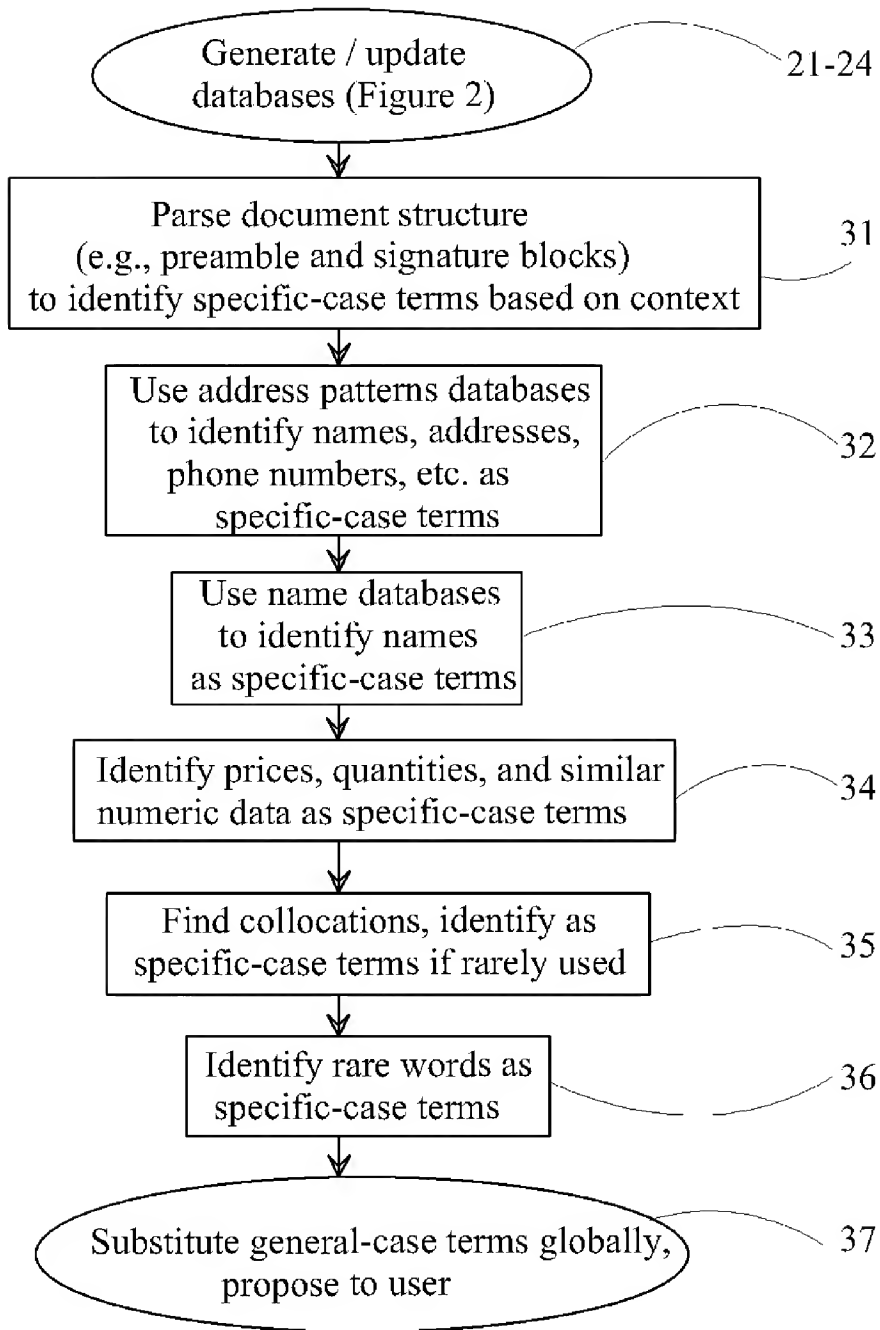


Figure 3

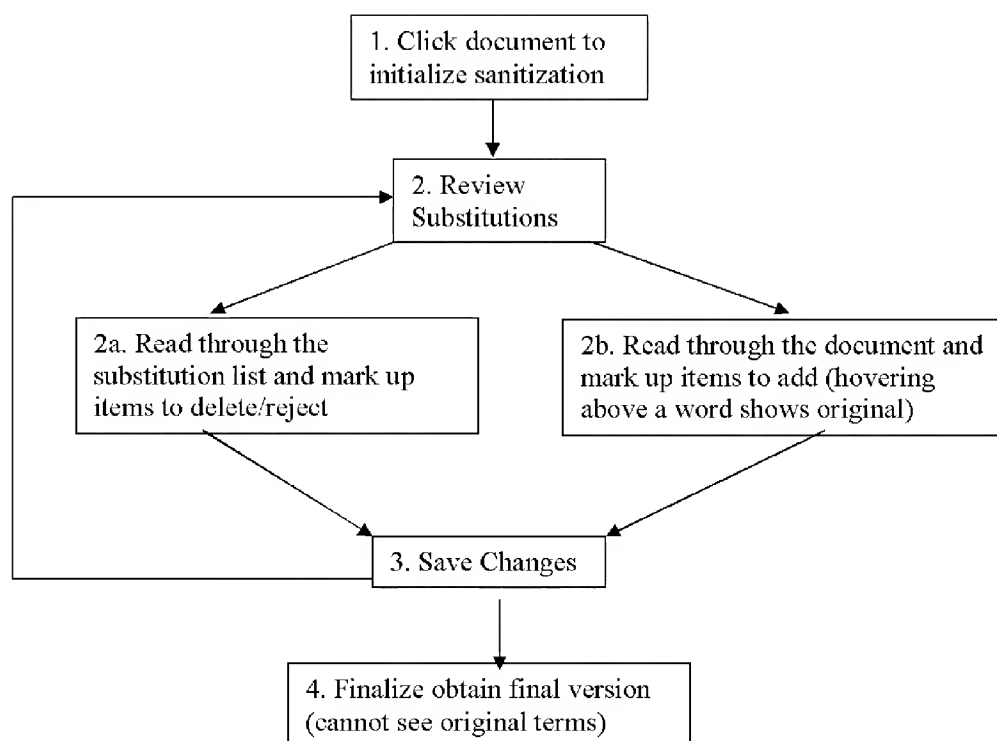


Figure 4

Paragraph Comparison (1 of 67)	
New Agreement Contract, 20.doc Title Agreement	Old Agreement Contract, 20.doc Title Agreement
AKM Contract Number:	Motix Contract Number:
19. GENERAL	19. GENERAL
Subcontract Agreement ("Agreement") made this 1 st day of January, 2002 by and between AKM Corporation, a Delaware corporation, having a principal place of business at 400 West 32 nd Street, New York, New York 10018-3202, and its world-wide subsidiaries and affiliates, having a principal place of business at 400 West 32 nd Street, New York, New York 10018-3202 (hereinafter "AKM");	Subcontract Agreement ("Agreement") made this 1 st day of January, 2002 by and between Motix Corporation, a Delaware corporation, having a principal place of business at 5205 FM 2143, Houston, Texas 77056-3240 (hereinafter "Motix"), and its world-wide subsidiaries and affiliates, having a principal place of business at 5205 FM 2143, Houston, Texas 77056-3240 (hereinafter "Motix");
WHEREAS, AKM is a supplier of IBM computer systems, peripherals, SMDs, and services and has multiple customers interested in engaging a single supplier to provide services-based solutions in accordance with their specific multi-dimensional requirements; and	WHEREAS, Motix is a supplier of IBM computer systems, peripherals, SMDs, and services and has multiple customers interested in engaging a single supplier to provide services-based solutions in accordance with their specific multi-dimensional requirements; and
WHEREAS, AKM has elected to engage TERM6 as a Subcontractor to provide services in support of these customer solutions; and	WHEREAS, Motix has elected to engage CMF as a Subcontractor to provide services in support of these customer solutions; and
WHEREAS, TERM6 is ready, willing and able to furnish its services to AKM and its customers as hereinafter described by the terms and conditions set forth in this Agreement; and	WHEREAS, CMF is ready, willing and able to furnish its services to Motix and its customers as hereinafter described by the terms and conditions set forth in this Agreement; and
WHEREAS, the parties agree that the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereunder will govern the purchase of Services by AKM from TERM6. Such purchase(s) shall engage TERM6 in the provision of such Services on behalf of AKM to a customer or customers of AKM;	WHEREAS, the parties agree that the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereunder will govern the purchase of Services by Motix from CMF. Such purchase(s) shall engage CMF in the provision of such Services on behalf of Motix to a customer or customers of Motix;
WHEREAS, the parties agree that the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereunder will govern the purchase of Services by AKM from TERM6. Such purchase(s) shall engage TERM6 in the provision of such Services on behalf of AKM to a customer or customers of AKM;	WHEREAS, the parties agree that the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereunder will govern the purchase of Services by Motix from CMF. Such purchase(s) shall engage CMF in the provision of such Services on behalf of Motix to a customer or customers of Motix;
WHEREAS, the parties agree that the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereunder will govern the purchase of Services by AKM from TERM6. Such purchase(s) shall engage TERM6 in the provision of such Services on behalf of AKM to a customer or customers of AKM;	WHEREAS, the parties agree that the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereunder will govern the purchase of Services by Motix from CMF. Such purchase(s) shall engage CMF in the provision of such Services on behalf of Motix to a customer or customers of Motix;

Figure 6

<p>Agreement (Company) (K) Sanitized_24.doc</p>	<p>Subcontract Agreement ("Agreement") made this DATE2 by and between ORPOT, a Delaware corporation, having a principal place of business at ADDRESS2 (hereinafter "AKA1"), and CORP2, and its world-wide subsidiaries and affiliates, having a principal place of business at ADDRESS1 (hereinafter "TERMS").</p> <p>WHEREAS, AKA1 is a supplier of TERMS, computer systems, peripherals, TERMS, and services and has multiple customers interested in engaging a single supplier to provide services-based solutions in accordance with their specific TERMS1 requirements; and</p> <p>WHEREAS, AKA1 has elected to engage TERMS as a Subcontractor to provide services in support of these customer solutions; and</p> <p>WHEREAS, TERMS is ready, willing and able to furnish its services to AKA1 and its customers as hereinafter described by the terms and conditions set forth in this Agreement; and</p> <p>WHEREAS, the parties agree that the terms and conditions of this Agreement and any applicable Purchase Order(s) that may be issued hereunder will govern the purchase of Services by AKA1 from TERMS. Such Purchase(s) shall engage TERMS in the provision of such Services on behalf of AKA1 to a customer or customers of AKA1.</p> <p>NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree to the following:</p> <p>1. DEFINITIONS</p> <p>a. "Customer" means AKA1's end-user customer.</p> <p>b. "Services" means consulting, integration, implementation, installation, maintenance, repair or replacement parts, support, design, help desk operations, development, training, management, and any other work provided Subcontractor in connection with meeting TERMS's responsibilities under this Agreement.</p> <p>c. "Purchase Order" means AKA1's written purchase order form and any document incorporated therein by reference.</p> <p>d. "Day" as used throughout this Agreement means a business day, unless otherwise stated.</p> <p>e. "Statement of Work" means a document agreed upon by AKA1 and TERMS that specifies the Services to be provided by TERMS, the price, payment schedule, delivery schedule, and acceptance criteria for such Services and, if applicable, detailed technical and administrative requirements for the Services. A Statement of Work will be drafted and agreed upon for each Purchase Order issued under this Agreement.</p> <p>f. "Acceptance" means written notification from AKA1 to TERMS that indicates the Services have been evaluated and satisfy the completion and acceptance criteria set forth or referenced in the Statement of Work or Purchase Order. Acceptance may be partial or complete, as specified in such notification.</p>
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Figure 7

Agreement and Plan of Merger (agreement and plan of merger sanitized .30.doc)

AGREEMENT AND PLAN OF MERGER

by and among

[PARTY1]

[CORP3]

and

[PARTY3]

Dated as of

[DATE4]

AGREEMENT AND PLAN OF MERGER, dated as of [DATE4], this

"Agreement", by and among [PARTY1], a Delaware corporation (the "Parent"), [CORP3], a Delaware corporation (the "Company"), and a direct wholly-owned subsidiary of the Parent ("Manager Sub"), and [PARTY3], a Delaware corporation (the "Manager"). Capitalized terms used and not otherwise defined herein have the meanings set forth in Article 1.

WHEREAS, the Boards of directors of each of the Parent, Manager Sub and the Company have determined that it is advisable and in the best interests of their respective corporations and stockholders to enter into a business combination by means of the merger of the Company with and into Manager Sub and have approved and adopted the Merger, this Agreement and the transactions contemplated hereby;

WHEREAS, as a condition and inducement to each party's entering into this Agreement, the Company Major Stockholders, concurrently with the execution and delivery of this Agreement, is entering into a Voting Agreement; and

WHEREAS, for United States federal income tax purposes, it is intended

ARTICLE 1 DEFINITIONS

ARTICLE 2 THE MERGER

ARTICLE 3 EFFECTS OF MERGER

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

ARTICLE 5 COVENANTS

ARTICLE 6 CONDITIONS

ARTICLE 7 TERMINATION

ARTICLE 8 MISCELLANEOUS

Figure 8